

TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH BAE SYSTEMS AND GUARD-IT CORPORATION TO PROVIDE FOR THE ESCROW OF SOURCE CODE FOR SOFTWARE USED IN CONNECTION WITH THE NOISE AND OPERATIONS MONITORING SYSTEM AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, BAE Systems (BAE) has provided maintenance and support for the Noise and Operations Monitoring System (NOMS) at Hartsfield-Jackson International Airport since 1996 and is currently providing support under a five-year service and maintenance agreement that was approved by Council on July 5, 2005; and

WHEREAS, as part of its obligation under current and prior service contracts, BAE is required to place in escrow the source code for certain proprietary software used in connection with the NOMS; and

WHEREAS, the purpose of escrow is to ensure that the City of Atlanta (the "City") may continue to access and use the subject source code in the event that BAE ceases to exist or otherwise becomes unwilling or unable to support the software in the future; and

WHEREAS, escrow requires an agreement between BAE, the City and a third-party escrow agent selected by BAE detailing the conditions under which the source code may be accessed by the City and other collateral matters; and

WHEREAS, BAE has selected, and the City has approved, GUARD-IT Corp. to serve as escrow agent for the source code; and

WHEREAS, BAE will assume, as part of its existing contractual obligations, all costs of escrow, and the City will have no liability for any costs associated therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is hereby authorized to enter into a contractual agreement (the "Escrow Agreement") with BAE Systems and Guard-It Corp of substantially the same character as the draft agreement attached hereto.

BE IT FINALLY RESOLVED, that the Escrow Agreement shall not become binding on the City and the City shall incur no liability upon same until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to BAE Systems.



THREE-PARTY ESCROW AGREEMENT

Depositor: BAE Systems

Product/Project Name: TAMIS

Version: 6.4

Agreement Date: August 15, 2005

As of August 15, 2005, this Three-Party Escrow Agreement ("Agreement") is effective among Guard-IT Corporation ("Guard-IT"), a Texas corporation; BAE Systems ("Depositor"), a Delaware corporation; and the City of Atlanta ("Beneficiary"), a Georgia municipal corporation, who may subsequently be referred to collectively as "the Parties".

WHEREAS, Depositor is the owner, developer, creator or originator of certain proprietary technology, data, documents or other intellectual property ("Deposit Materials") as defined on Exhibit B; and

WHEREAS, Pursuant to an agreement between Depositor and Beneficiary, Depositor has agreed to place the Deposit Materials in escrow and to permit Beneficiary to access and use the Deposit Materials under certain circumstances ("Release Conditions") defined in Section 3; and

WHEREAS, Beneficiary wishes to ensure its accessibility to a copy of the Deposit Materials in the event that a Release Condition occurs; and

WHEREAS, The Parties agree to place the Deposit Materials into escrow with Guard-IT to maintain the confidentiality, security and accessibility of the Deposit Materials;

WHEREAS, Depositor and Beneficiary intend for this Agreement to supplement the Contract pursuant to Chapter 11, Section 365(n) of the U.S. Bankruptcy Code and to provide certain guidance for the circumstances under which Beneficiary shall be entitled to protect and retain rights in the Deposit Materials, including associated rights in intellectual property.

NOW THEREFORE, in consideration of these Recitals, the Parties agree as follows:

SECTION 1: DEPOSITS

1.1 Initial Deposit. Depositor shall deliver Deposit Materials to Guard-IT within 10 days of the execution of this Agreement. Deposit Materials may be shipped to Guard-IT at its address stated on Exhibit A via U.S. mail, commercial express mail or other appropriate means.

1.2 Labeling. Prior to delivery, Depositor shall label each item to be deposited, and list the items and descriptions in detail by completing Exhibit B.

1.3 Receipt and Notification. Upon receipt of Deposit Materials, Guard-IT shall visually inspect the Deposit Materials and compare them with the descriptions listed on Exhibit B. If the Deposit Materials match the descriptions listed on Exhibit B, Guard-IT will sign and date the Exhibit B and return a copy to Depositor and Beneficiary, thereby notifying the Parties of its acceptance of the Deposit Materials. If the Deposit Materials do not match the descriptions listed on Exhibit B, Guard-IT will return the Deposit Materials and Exhibit B to Depositor and a copy of Exhibit B to Beneficiary, thereby notifying the Parties of the discrepancy. Guard-IT shall have no obligation to this Agreement unless and until it receives and accepts the Deposit Materials.

1.4 Depositor's Representations. Depositor represents, warrants, and covenants as follows:

a) Depositor is and shall be the sole owner of the Deposit Materials, including all intellectual property rights associated therewith, other than third-party programming that is generally available through commercial sources or the subject of an irrevocable grant of rights to Depositor sufficient to enable Beneficiary to exercise its rights under any agreements between Depositor and Beneficiary related to the Deposit Materials;

b) with respect to the Deposit Materials, Depositor has the right and authority to grant to Guard-IT the rights as provided in this Agreement;

c) the Deposit Materials are not subject to any lien or encumbrance;

d) the Deposit Materials placed in escrow shall be maintained and updated in their most current form (in complete and working order) and shall be sufficient for a trained computer programmer of general proficiency to maintain and support the Deposit Materials without further assistance from Depositor; and

e) the Deposit Materials are readable and useable in their deposited form or if encrypted, the decryption tools have been submitted to Guard-IT.

1.5 Updates. Depositor shall update the Deposit Materials within 10 days of a new release or more frequently as may be prudent, necessary, or otherwise directed by the Parties' contract or license agreement. Depositor shall perform and complete all updates in accordance with Sections 1.2 through 1.4. All references to the Deposit Materials shall include the initial deposit and all updates. Deposit Update fees shall be paid by the Depositor at the time of the update.

1.6 Removal. Deposit Materials may be removed and/or exchanged only upon written instruction from the Depositor, with the express prior consent of the Beneficiary, or as otherwise provided in this Agreement.

1.7 Right to Duplicate. Guard-IT may duplicate or reproduce the Deposit Materials as necessary to perform this Agreement. Guard-IT shall transfer all proprietary notices of Depositor in any duplication or reproduction.

1.8 Testing and Verification. At Beneficiary's request and expense, Guard-IT may provide various levels of independent testing or verification of the Deposit Materials, per the Beneficiary's written requirement or instruction. Depositor hereby authorizes such testing or verification. Any bid for testing or verification shall be approved by Beneficiary in writing and paid in advance. Upon completion, reports of the testing or verification will be issued to the Parties.

1.9 Confirmatory License. Depositor grants Beneficiary, its successors, and assigns, a worldwide, irrevocable, nonexclusive right and license to use, execute, reproduce, display, perform, and distribute internally and externally and to prepare derivative or collective works (as defined by applicable law) based on the Deposit Materials. Such right and license shall be exercisable by Beneficiary only following the occurrence of a Release Condition. Further, provided that Depositor receives or has received the license fee specified in any agreement related to the Deposit Materials, Depositor acknowledges that there is no other payment necessary for the rights that Beneficiary may be entitled to retain under any agreement related to the Deposit Materials or hereunder.

SECTION 2: SECURITY AND CONFIDENTIALITY

2.1 Security. Guard-IT shall maintain the Deposit Materials in a secured, fire-proof, environmentally controlled and locked vault which is accessible only to its officers, employees or authorized representatives.

2.2 Confidentiality. Guard-IT shall reasonably protect the confidentiality of the Deposit Materials. Guard-IT shall not disclose the content of this Agreement to any third party and shall not disclose, transfer, make available or use the Deposit Materials. Guard-IT shall notify the Parties if it receives a subpoena or court order regarding the disclosure or release of the Deposit Materials. Depositor shall be responsible to challenge any such order. Guard-IT shall not waive its rights to present its position with respect to any such order, nor shall Guard-IT be required to disobey any subpoena or other court order.

2.3 Reports. Guard-IT will issue semi-annual status reports to Depositor and Beneficiary and also notify the Parties in writing of any updates to the Deposit Materials.

SECTION 3: RELEASE CONDITIONS

3.1 Ordered Release. Upon Guard-IT's receipt of written instruction from Depositor, Depositor's receiver or trustee in bankruptcy, or a court of competent jurisdiction, Guard-IT will release a copy of the Deposit Materials to Beneficiary as directed in the written instruction.

3.2 Other Conditions. Subject to the process described in sections 3.3 – 3.5, Guard-IT shall also release a copy of the Deposit Materials to Beneficiary upon the occurrence of any of the following Release Conditions:

- a) The Depositor's cessation of business operations or of the licensing or maintenance of the Deposit Materials without a successor; or

b) Depositor's assignment or transfer of responsibility for licensing or maintaining the Deposit Materials to an entity that is not wholly-owned by Depositor, without prior written consent of the Beneficiary;

c) Any rejection or termination of any agreement related to the Deposit Materials or this Agreement by Depositor or its successors or representatives in breach of the provisions of any agreement related to the Deposit Materials or this Agreement, including any rejection or termination of any agreement related to the Deposit Materials or any proposal to do so under Title 11 of the United States Code, as now constituted or hereafter amended (the "Bankruptcy Code"), or any other federal or state bankruptcy, insolvency, receivership, or similar law; or

d) The Failure of a trustee, including Depositor as debtor in possession, in any bankruptcy case hereafter filed by or against Depositor either to assume any agreement related to the Deposit Materials and this Agreement within fifteen (15) days after the filing of the initial bankruptcy petition or to perform the any agreement related to the Deposit Materials and this Agreement within the meaning of Section 365 of the Bankruptcy Code; or

e) Depositor's material failure to support the Deposit Materials or Depositor's other material breach of any contract or license agreement with Beneficiary, provided that such breach involves Depositor's failure to satisfy an obligation related to the Deposit Materials.

3.3 Release Request. Upon the occurrence of a Release Condition, Beneficiary may provide to Guard-IT written notice of the occurrence ("Release Request") and its request for the release of the Deposit Materials by certified mail, return receipt requested. Upon receipt, Guard-IT shall forward a copy of the Release Request to Depositor by certified mail, return receipt requested. Release Request must include Beneficiary's specific delivery instructions.

3.4 Contrary Instructions. Depositor shall have ten (10) days from the certified mail postmark date on the copy of the Release Request forwarded to it by Guard-IT to reply with Contrary Instructions, stating that the Release Condition has not occurred or has been resolved. Contrary Instructions shall be delivered to Guard-IT via certified mail, return receipt requested. Guard-IT shall forward a copy of the Contrary Instructions to Beneficiary via fax or first class mail, and notify the Parties that there is a dispute to be resolved pursuant to Section 4. Guard-IT shall retain the Deposit Materials pending a) joint written instructions from Depositor and Beneficiary to release the Deposit Materials; b) alternative dispute resolution pursuant to Section 4; or c) written order from a court of competent jurisdiction.

3.5 Deposit Release. If Guard-IT does not receive Contrary Instructions from Depositor in accordance with Section 3.4, Guard-IT shall release a copy of the Deposit Materials to the Beneficiary per its Release Request. This Agreement will terminate upon the release of the Deposit Materials to Beneficiary.

SECTION 4: INDEMNIFICATION AND DISPUTE RESOLUTION

4.1 Indemnification. Depositor agrees to indemnify and hold Guard-IT harmless against any and all losses, costs, damages, expenses, claims or attorneys' fees suffered

or incurred by Guard-IT as a result of or arising from its acts or omissions, other than acts that constitute willful misconduct or gross negligence of Guard-IT, its officers, employees, agents, attorneys or assigns. Guard-IT shall not be responsible for failure to act as a result of causes beyond the reasonable control of Guard-IT.

4.2 Alternative Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise agreed by Beneficiary, arbitration will take place in Atlanta, Georgia, USA. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). Service of a petition to confirm the arbitration award may be made by first class mail or commercial express mail to the attorney for the Party or, if not represented, to the Party at its last known business address.

4.3 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Georgia, USA, without regard to its conflict of law provisions.

4.4 Notice of Requested Order. If any Party intends to obtain an order from the arbitrator(s) or any court of competent jurisdiction that may direct Guard-IT to take or refrain from taking any action, the requesting Party shall give Guard-IT at least five (5) business days' prior notice of the hearing; and

4.5 Right to Rely on Instructions. Guard-IT may act upon any written instruction, instrument or signature reasonably believed to be genuine. Guard-IT will assume that any company officer of the Depositor or Beneficiary who gives any written notice, request or instruction has the authority to do so.

SECTION 5: FEES AND PAYMENT TERMS

5.1 Fee Payment. Depositor shall be solely responsible for any and all fees charged by Guard-IT for administering this Agreement.

5.2 Fee Schedule. Guard-IT shall be paid in accordance with its current Fee Schedule (Exhibit D). Fees for annual maintenance and deposit updates shall be fixed for the duration of this Agreement and for subsequent renewals for a maximum of three (3) years, if and only if the Agreement is renewed by the Depositor in accordance with the terms stated in Section 6.1. Guard-IT will provide a written quote to Depositor for any services not listed on Exhibit D. All fees paid to Guard-IT are non-refundable.

5.3 Payment Terms. Payment of one-time Setup Fee and first-year's Annual Maintenance Fee is due in full upon receipt of this signed Agreement. Without payment of these fees, Guard-IT will not take delivery of Deposit Materials. Late fees and interest on past due amounts shall accrue at the rate of one percent per month (12% per annum) from the invoice date.

SECTION 6: TERM AND TERMINATION

6.1 Initial Term and Automatic Renewal. The initial term of this Agreement is one (1) year. This Agreement shall automatically renew annually unless a) Depositor or Beneficiary terminates the Agreement in writing with at least 30 days' notice; b) Guard-IT terminates the Agreement for non-payment; or c) Guard-IT resigns its role as escrow agent in accordance with Section 6.3. In the event that Depositor requests termination of this Agreement, Guard-IT shall provide written notice to Beneficiary, including a copy of Depositor's termination request, within five (5) days of receipt by Guard-IT of such request.

6.2 Termination for Non-Payment. If any payment for services is not received in full by Guard-IT within 30 days of the invoice date, Guard-IT may terminate this Agreement at any time thereafter by sending written notice of delinquency to the Parties. Either Party may submit payment to Guard-IT to resolve such delinquency. Guard-IT shall have no obligation under this Agreement as long as the escrow account is delinquent.

6.3 Resignation. Guard-IT may resign and thus terminate this Agreement at any time by giving the Parties at least 30 days' notice of its intended resignation. Upon resignation, Guard-IT shall return, destroy or otherwise dispose of the Deposit Materials per the Depositor's written instruction.

6.4 Surviving Terms. The following shall survive upon termination of this Agreement: a) Depositor's Representations per Section 1.4; b) Guard-IT's obligation of confidentiality with respect to the Deposit Materials; c) Responsible Party's obligation to pay Guard-IT any fees or expenses due; d) the provisions of Section 8; and e) any provisions in this Agreement which specifically state they survive the termination or expiration of this Agreement.

6.5 Return of Deposit Materials. Guard-IT shall return, destroy or otherwise dispose of the Deposit Materials upon termination, per the Depositor's written instruction.

SECTION 7: GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement and its Exhibits embody the entire understanding among the Parties with respect to its subject matter and supersedes all previous oral or written communications, representations or understandings. No modification to this Agreement shall be valid or binding unless signed by the Parties.

7.2 Correspondence. All correspondence, including notices, invoices, payments or other deliveries, shall be delivered to the Parties at their respective addresses designated on Exhibit A. The Parties shall be responsible to notify each other in the event of any change in their designated contact information. The Parties shall have the right to rely on the last known address of the other Parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by first class mail.

7.3 Other Third Parties. Guard-IT shall have no obligation to any other third party, except the Parties designated in this Agreement. The Parties shall have the right to collectively modify or cancel this Agreement upon their mutual, written consent.

7.4 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall

affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

7.5 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. Guard-IT shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor unless Guard-IT receives authoritative and conclusive written evidence of the change of Parties.

7.6 Regulations. Depositor is responsible for and warrants compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with this Agreement.

SECTION 8: ADDITIONAL TERMS

Additional Terms. Any additional terms negotiated among and agreed upon by the Parties are described in Exhibit C, which may be incorporated into this Agreement or removed or left blank if not used.

These terms agreed upon by all Parties and effective August 15, 2005.

BAE Systems (DEPOSITOR):

Date: _____
Kay Thornton, Contract Administrator

CITY OF ATLANTA (BENEFICIARY):

ATTEST:

Municipal Clerk

By: _____
Mayor

RECOMMENDED:

APPROVED:

Aviation General Manager

Chief Financial Officer

APPROVED AS TO FORM:

APPROVED:

City Attorney

Chief Procurement Officer

RECOMMENDED:

Chief Operating Officer

Guard-IT Corporation (GUARD-IT):

Date: _____
William J. Ford, CEO

EXHIBIT A: DESIGNATED CONTACTS
GUARD-IT CORPORATION ESCROW AGREEMENT

Depositor: BAE Systems
Product/Project Name: TAMIST
Version: 6.4
Agreement Date: August 15, 2005

Guard-IT Corporation will direct all correspondence, notices and general information requests to Depositor at the address below:

BAE Systems
Attn: Kay Thornton
6500 Tracor Ln
Austin, Texas 78725
Phone: 512 929-4570
Fax: 512 929-2993
E-Mail: kay.thornton@baesystems.com

Guard-IT Corporation will direct all correspondence, notices and general information requests to Beneficiary at the address below:

Hartsfield-Jackson Atlanta International Airport
Attn: Doug Strachan
PO Box 20509, Atrium Ste 430
Atlanta, Georgia 30320
Phone: 404-209-3175, ext. 121
Fax: 404-209-2943
E-Mail: doug.strachan@atlanta-airport.com

All deliveries and correspondence may be forwarded to Guard-IT at the address below:

Guard-IT Corporation
4407 Bee Caves Road, Suite 611
Austin, Texas 78746 USA
Phone: (512) 282-1995
Fax: (512) 282-1895
E-Mail: info@guard-it.com

EXHIBIT B: DESCRIPTION OF DEPOSIT MATERIALS
GUARD-IT CORPORATION ESCROW AGREEMENT

Depositor: BAE Systems
Product/Project Name: TAMIST
Version: 6.4
Agreement Date: August 15, 2005

<u>Quantity</u>	<u>Media</u>	<u>Label ID or Description</u>
1	CD	"TAMIST Software"

Operating System: ???
Hardware Type: ???
Encryption (if any): ???
Password (if any): ???
Other Information: ???

Depositor certifies that Deposit Materials have been accurately described, labeled and delivered to Guard-IT. Guard-IT acknowledges receipt, inspection and acceptance of Deposit Materials.

BAE Systems (DEPOSITOR):

Karen Malone, Title Date: _____

Guard-IT Corporation (GUARD-IT):

William J. Ford, CEO Date: _____

EXHIBIT C: ADDITIONAL TERMS
GUARD-IT CORPORATION ESCROW AGREEMENT

Depositor: BAE Systems
Product/Project Name: TAMIST
Version: 6.4
Agreement Date: August 15, 2005

Pursuant to Guard-IT Corporation Escrow Agreement ("Agreement") dated 8/15/2005, the Parties have agreed to the following Special Terms and Conditions:

N/A

If any or if applicable. Attach additional page(s) if necessary. This Exhibit may be intentionally left blank and unsigned.

EXHIBIT D: FEE SCHEDULE
GUARD-IT CORPORATION ESCROW AGREEMENT

Description	Amount
One-Time Setup Fee	\$550.00
Annual Service Fee (Single Product)	\$1,000.00/year
Additional Products	\$450.00 each/year
Deposit Updates	\$150.00 each
Unlimited Deposit Updates	\$300.00/year

NOTE: All amounts listed are for U.S. contract jurisdiction and deposit location, and international rates may vary. All fees are payable to "Guard-IT Corporation" in U.S. dollars. E-mail info@guard-it.com for wire transfer instructions if applicable, IRS W-9 or other billing/payment information. See escrow agreement for complete payment terms. Send payments to: Guard-IT Accounts Receivable, 4407 Bee Caves Road, Suite 611, Austin, Texas 78746 USA.

Optional Services Verification & Testing of Deposit Materials

Level 1 or "Fingerprint" All files are checked for readability and scanned for viruses. Based on the product's "packing list" (Exhibit B), all files are identified, verified and given a unique MD5-Checksum ID for internal benchmarking or comparison to subsequent deposit updates. Independent, written verification of the inventory is reported to all Parties. \$1,000.00/product

Level 2 This level takes the source code, tools and associated make files and ensures that the Deposit Materials can be rebuilt or recompiled into an executable program. This includes all Level 1 verification and acceptance procedures. \$2,500.00/product

Level 3 This is a two-step program, priced on a custom bid basis. The first step consists of all Level 1 and 2 verification and acceptance procedures. Next is an on-site visit at the Beneficiary's location, where a complete validation and comparison is made between the Deposit Materials and the Beneficiary's installed software in the actual working environment. Deposit Materials are installed as a white-box, mirrored system to provide the best possible comparison and proof of functionality.

2005

Legislative White Paper

Committee of Purview:

Caption

Council Meeting Date: September 19, 2005

Legislation Title: Escrow of TAMIS Source Code

Requesting Dept.: Aviation

Contract Type: Escrow of Software Source Code

Source Selection: Sole source (DOP designation May 20, 2005)

Bids/Proposals Due: N/A

Invitations Issued: N/A

**Number of Bids/
Proposals Received:** N/A

Bidders/Proponents: BAE Systems

Justification Statement: In 1996, the City purchased a noise and operations monitoring system (NOMS) for Hartsfield-Jackson Atlanta International Airport from BAE Systems (BAE). NOMS is a tool that Department of Aviation staff uses to address citizen aircraft noise complaints and perform aircraft flight track analysis. The NOMS is comprised of proprietary and off-the-shelf hardware and software components. The proprietary software at the core of the system is called TAMIS and was developed by BAE. As is generally the case with software products, the City has a license to use TAMIS, while BAE retains ownership of the TAMIS source code. This arrangement is satisfactory as long as BAE continues to provide support for the software. However, in the event that: 1) BAE's TAMIS unit, or a successor, ceases to function or exist; or 2) BAE or its successor is unwilling or unable to support TAMIS, and a future problem with the NOMS arises, the future usefulness of the NOMS may be compromised.

Should BAE elect not to support the NOMS in the future, the City needs access to the source code to ensure that software support would be maintained by another entity on behalf of the City. For this reason, the City and BAE desire to enter into an escrow agreement with a third-party escrow agent. Such an agreement is the most effective method for ensuring the confidentiality of source code while at the same time allowing the City access to it upon the happening of certain conditions.

Background:

The City executed a contract for the purchase, installation, configuration, service, etc., of its airport NOMS in 1996. Since that time, BAE has serviced the system through annual service and maintenance agreements with the City. In August 2005, the City and BAE entered into a new five-year service and maintenance agreement. Under the terms of the 1996 agreement, in conjunction with the current agreement, BAE is to escrow the source code for the TAMIS software. Because escrow necessarily includes a third-party, a separate agreement among the three parties is required.

Fund Account Center: N/A

Source of Funds: N/A

Fiscal Impact: None

Term of Contract: 5 Years

Method of Cost Recovery: N/A

Approvals:

DOF:

DOL: Yes

Prepared By: Doug Strachan

Contact Number: 404-530-6600 (Anita Williams)